

FILED

OCT 06 2010

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY _____

DEPUTY CLERK

A10CA 743LY

CIVIL ACTION NO.

**MONICA RAFFEEDIE,
on Behalf of Herself and Others
Similarly Situated**

Plaintiff,

vs.

**L.L.C., INC. d/b/a PERFECT 10 MEN'S
CLUB and W.F.K.R., INC. d/b/a
SUGAR'S UPTOWN CABARET**

Defendants.

ORIGINAL COLLECTIVE ACTION COMPLAINT

SUMMARY

1. L.L.C., Inc. operates a gentleman's club in Austin, Texas known as "Perfect 10 Men's Club" (referred to hereinafter as "Perfect 10"). W.F.K.R., Inc. operates a gentleman's club in Austin, Texas known as "Sugar's Uptown Cabaret" (referred to hereinafter as "Sugar's"). Perfect 10 and Sugar's failed to pay Monica Rafeedie (Rafeedie) and their other employees the minimum wage required by the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.* Perfect 10 and Sugar's also failed to pay Rafeedie and their other employees appropriate overtime wages required by the FLSA. Accordingly, Rafeedie brings this collective action to recover the unpaid wages and other damages owed to her and to other similarly situated employees.

JURISDICTION AND VENUE

2. This Court has subject matter under 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).

3. Venue is proper in the Western District of Texas Austin Division because a substantial part of the acts and conduct charged herein occurred in this district.

THE PARTIES

4. Rafeedie lives in the Western District of Texas. Rafeedie was an employee of Perfect 10 and Sugar's within the past three years. Her written consent is attached hereto as Exhibit 1.

5. The class of similarly situated employees consists of all employees of Perfect 10 and Sugar's in the past three years. These similarly situated persons are referred to as "Members of the Class" or "the Class."

6. L.L.C., Inc. is a domestic corporation that owns and/or operates a gentleman's club in Austin, Texas known as "Perfect 10 Men's Club." Perfect 10 is an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA, and its employees (including Rafeedie and all other members of the Class) handle and sell goods that have been moved in or been produced for commerce such as food items and beverages. 29 U.S.C. § 203(s)(1). L.L.C., Inc. may be served with citation through its registered agent, Joseph L. Peterson, Jr., 6851 Citizens Parkway, Suite 220, San Antonio, Texas 78229.

7. W.F.K.R., Inc. is a domestic corporation that owns and/or operates a gentleman's club in Austin, Texas known as "Sugar's Uptown Cabaret." Sugar's is an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA, and its employees (including Rafeedie and all other members of the Class) handle and sell goods that have been moved in or been produced for commerce such as food items and beverages. 29 U.S.C. § 203(s)(1). W.F.K.R., Inc. may be served with citation through its registered agent, Joseph L. Peterson, Jr., 6851 Citizens Parkway, Suite 220, San Antonio, Texas 78229.

THE FACTS

8. Perfect 10 and Sugar's employed Rafeedie as a dancer/entertainer.
9. Neither Perfect 10 nor Sugar's paid Rafeedie an hourly wage. Rather, Rafeedie's sole compensation came from the gratuities/tips she received from club patrons.
10. Perfect 10 and Sugar's required Rafeedie to pay a portion of her tips to other employees, including members of management, disc jockeys, and bartenders.
11. Therefore, Perfect 10 and Sugar's violated the minimum wage provisions of the FLSA.
12. In addition, Rafeedie occasionally worked more than forty (40) hours in a workweek while employed by Perfect 10 and Sugar's. However, Perfect 10 and Sugar's failed to pay Rafeedie overtime wages as required by the FLSA. Accordingly, Perfect 10 and Sugar's violated the overtime wage provisions of the FLSA.

COLLECTIVE ACTION ALLEGATIONS

13. Perfect 10 and Sugar's employ other dancers/entertainers.
14. The other dancers/entertainers at Perfect 10 and Sugar's perform job duties similar to those performed by Rafeedie, such as dancing on stage, performing table-dances, private dances for patrons, etc.
15. Like Rafeedie, Perfect 10 and Sugar's does not pay these employees an hourly wage or overtime wages.
16. Like Rafeedie, these similarly situated employees are entitled to recover their unpaid minimum and overtime wages. Therefore, notice is appropriately sent to:

"All dancers employed by Perfect 10 Men's Club and/or Sugar's Uptown Cabaret during the period October 6, 2007 to the present."

CAUSES OF ACTION

17. Rafeedie incorporates the allegations in the preceding paragraphs.
18. Defendants' practice of not paying an hourly or overtime wage to their dancers violated the FLSA. Accordingly, Rafeedie and the Members of the Class are entitled to the minimum wage for each hour worked, plus overtime wages for all hours in excess of forty in a workweek.
19. Additionally, Rafeedie and all those similarly situated are entitled to an amount equal to all of their unpaid wages as liquidated damages, as well as reasonable attorneys' fees and costs of this action. 29 U.S.C. § 216(b).

JURY DEMAND

20. Rafeedie hereby demands a trial by jury.

PRAYER

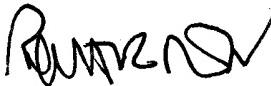
Rafeedie respectfully requests that judgment be entered against L.L.C., Inc. and W.F.K.R., Inc., jointly and severally, awarding her and all similarly situated employees:

- a. the minimum wage for each hour worked;
- b. overtime wages for hours worked in excess of forty in a workweek;
- c. an equal amount as liquidated damages;
- d. reasonable attorneys' fees, costs, and expenses of this action; and
- e. such other and further relief as may be required by law.

Respectfully submitted,

DEBES LAW FIRM

By:



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